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NAVIENT SOLUTIONS, LLC

**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

JUDE OKPALA,

Plaintiffs,

v.

TRANSUNION, LLC;  
EQUIFAX INFORMATION  
SERVICES, INC.;  
QUALITY ACCEPTANCE  
LLC and NAVIENT  
SOLUTIONS, LLC.,

Defendant.

Case No. 5:24-cv-00692-WLH-SP  
Assigned to Hon. Wesley L. Hsu

**STIPULATED PROTECTIVE ORDER**

AKERMAN LLP

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LOS ANGELES, CALIFORNIA 90071  
TEL.: (213) 688-9500 – FAX: (213) 627-6342

1 **1. A. PURPOSES AND LIMITATIONS**

2 Discovery in this action is likely to involve production of confidential,  
3 proprietary, or private information for which special protection from public disclosure  
4 and from use for any purpose other than prosecuting this litigation may be warranted.  
5 Accordingly, the parties hereby stipulate to and petition the Court to enter the following  
6 Stipulated Protective Order. The parties acknowledge this Stipulated Protective Order  
7 does not confer blanket protections on all disclosures or responses to discovery and the  
8 protection it affords from public disclosure and use extends only to the limited  
9 information or items entitled to confidential treatment under applicable legal principles.  
10 The parties further acknowledge, as set forth in Section 12.3, below, this Stipulated  
11 Protective Order does not entitle them to file confidential information under seal; Civil  
12 Local Rule 79-5 sets forth procedures to follow and standards that will apply when a  
13 party seeks permission from the court to file material under seal.

14 **B. GOOD CAUSE STATEMENT**

15 This action is likely to involve trade secrets, customer and pricing lists and other  
16 valuable research, development, commercial, financial, technical and/or proprietary  
17 information for which special protection from public disclosure and from use for any  
18 purpose other than prosecution of this action is warranted. Such confidential and  
19 proprietary materials and information consist of, among other things, confidential  
20 business or financial information, information regarding confidential business practices,  
21 or other confidential research, development, or commercial information (including  
22 information implicating privacy rights of third parties), information otherwise generally  
23 unavailable to the public, or which may be privileged or otherwise protected from  
24 disclosure under state or federal statutes, court rules, case decisions, or common law.  
25 Accordingly, to expedite the flow of information, to facilitate the prompt resolution of  
26 disputes over confidentiality of discovery materials, to adequately protect information  
27 the parties are entitled to keep confidential, to ensure the parties are permitted  
28 reasonable necessary uses of such material in preparation for and in the conduct of trial,

1 to address their handling at the end of the litigation, and serve the ends of justice, a  
2 protective order for such information is justified in this matter. It is the intent of the  
3 parties that information will not be designated as confidential for tactical reasons and  
4 nothing be so designated without a good faith belief it has been maintained in a  
5 confidential, non-public manner, and there is good cause why it should not be part of  
6 the public record of this case.

7 **2. DEFINITIONS**

8 2.1 Action: this pending federal law suit.

9 2.2 Challenging Party: a Party or Non-Party that challenges the designation of  
10 information or items under this Stipulated Protective Order.

11 2.3 "CONFIDENTIAL" Information or Items: information (regardless of how  
12 it is generated, stored or maintained) or tangible things that qualify for protection under  
13 Federal Rule of Civil Procedure 26(c), and as specified above in the Good Cause  
14 Statement.

15 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as their  
16 support staff).

17 2.5 Designating Party: a Party or Non-Party that designates information or  
18 items that it produces in disclosures or in responses to discovery as "CONFIDENTIAL."

19 2.6 Disclosure or Discovery Material: all items or information, regardless of  
20 the medium or manner in which it is generated, stored, or maintained (including, among  
21 other things, testimony, transcripts, and tangible things), that are produced or generated  
22 in disclosures or responses to discovery in this matter.

23 2.7 Expert: a person with specialized knowledge or experience in a matter  
24 pertinent to the litigation who has been retained by a Party or its counsel to serve as an  
25 expert witness or as a consultant in this Action.

26 2.8 House Counsel: attorneys who are employees of a party to this Action.  
27 House Counsel does not include Outside Counsel of Record or any other outside  
28 counsel.

1           2.9 Non-Party: any natural person, partnership, corporation, association, or  
2 other legal entity not named as a Party to this action.

3           2.10 Outside Counsel of Record: attorneys who are not employees of a party to  
4 this Action but are retained to represent or advise a party to this Action and have  
5 appeared in this Action on behalf of that party or are affiliated with a law firm which  
6 has appeared on behalf of that party, and includes support staff.

7           2.11 Party: any party to this Action, including all of its officers, directors,  
8 employees, consultants, retained experts, and Outside Counsel of Record (and their  
9 support staffs).

10          2.12 Producing Party: a Party or Non-Party that produces Disclosure or  
11 Discovery Material in this Action.

12          2.13 Professional Vendors: persons or entities that provide litigation support  
13 services (e.g., photocopying, videotaping, translating, preparing exhibits or  
14 demonstrations, and organizing, storing, or retrieving data in any form or medium) and  
15 their employees and subcontractors.

16          2.14 Protected Material: any Disclosure or Discovery Material that is  
17 designated as "CONFIDENTIAL."

18          2.15 Receiving Party: a Party that receives Disclosure or Discovery Material  
19 from a Producing Party.

20 **3. SCOPE**

21          The protections conferred by this Stipulation and Order cover not only Protected  
22 Material (as defined above), but also: (1) any information copied or extracted from  
23 Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected  
24 Material; and (3) any testimony, conversations, or presentations by Parties or their  
25 Counsel that might reveal Protected Material.

26          Any use of Protected Material at trial shall be governed by the orders of the  
27 trial judge. This Order does not govern the use of Protected Material at trial.

28 ///

1 **4. DURATION**

2 Even after final disposition of this litigation, the confidentiality obligations  
3 imposed by this Order shall remain in effect until a Designating Party agrees otherwise  
4 in writing or a court order otherwise directs. Final disposition shall be deemed to be the  
5 later of (1) dismissal of all claims and defenses in this Action, with or without prejudice;  
6 and (2) final judgment herein after the completion and exhaustion of all appeals,  
7 rehearings, remands, trials, or reviews of this Action, including the time limits for filing  
8 any motions or applications for extension of time pursuant to applicable law.

9 **5. DESIGNATING PROTECTED MATERIAL**

10 **5.1 Exercise of Restraint and Care in Designating Material for Protection.**

11 Each Party or Non-Party that designates information or items for protection under this  
12 Order must take care to limit any such designation to specific material that qualifies  
13 under the appropriate standards. The Designating Party must designate for protection  
14 only those parts of material, documents, items, or oral or written communications that  
15 qualify so that other portions of the material, documents, items, or communications for  
16 which protection is not warranted are not swept unjustifiably within the ambit of  
17 this Order.

18 Mass, indiscriminate, or routinized designations are prohibited. Designations  
19 that are shown to be clearly unjustified or that have been made for an improper purpose  
20 (e.g., to unnecessarily encumber the case development process or to impose  
21 unnecessary expenses and burdens on other parties) may expose the Designating Party  
22 to sanctions.

23 If it comes to a Designating Party's attention that information or items that it  
24 designated for protection do not qualify for protection, that Designating Party must  
25 promptly notify all other Parties that it is withdrawing the inapplicable designation.

26 **5.2 Manner and Timing of Designations.** Except as otherwise provided in this  
27 Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated  
28

1 or ordered, Disclosure or Discovery Material that qualifies for protection under this  
2 Order must be clearly so designated before the material is disclosed or produced.

3 Designation in conformity with this Order requires:

4 (a) for information in documentary form (e.g., paper or electronic documents,  
5 but excluding transcripts of depositions or other pretrial or trial proceedings), that the  
6 Producing Party affix at a minimum, the legend "CONFIDENTIAL" (hereinafter  
7 "CONFIDENTIAL legend"), to each page that contains protected material. If only a  
8 portion or portions of the material on a page qualifies for protection, the Producing Party  
9 also must clearly identify the protected portion(s) (e.g., by making appropriate markings  
10 in the margins).

11 A Party or Non-Party that makes original documents available for inspection  
12 need not designate them for protection until after the inspecting Party has indicated  
13 which documents it would like copied and produced. During the inspection and before  
14 the designation, all of the material made available for inspection shall be deemed  
15 "CONFIDENTIAL." After the inspecting Party has identified the documents it wants  
16 copied and produced, the Producing Party must determine which documents, or portions  
17 thereof, qualify for protection under this Order. Then, before producing the specified  
18 documents, the Producing Party must affix the "CONFIDENTIAL legend" to each page  
19 that contains Protected Material. If only a portion or portions of the material on a page  
20 qualifies for protection, the Producing Party also must clearly identify the protected  
21 portion(s) (e.g., by making appropriate markings in the margins).

22 (b) for testimony given in depositions that the Designating Party identify the  
23 Disclosure or Discovery Material on the record, before the close of the deposition all  
24 protected testimony.

25 (c) for information produced in some form other than documentary and for  
26 any other tangible items, that the Producing Party affix in a prominent place on the  
27 exterior of the container or containers in which the information is stored the legend  
28

1 "CONFIDENTIAL." If only a portion or portions of the information warrants  
2 protection, the Producing Party, to the extent practicable, shall identify the protected  
3 portion(s).

4 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent  
5 failure to designate qualified information or items does not, standing alone, waive the  
6 Designating Party's right to secure protection under this Order for such material.  
7 Upon timely correction of a designation, the Receiving Party must make reasonable  
8 efforts to assure that the material is treated in accordance with the provisions of  
9 this Order.

## 10 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

11 6.1 Timing of Challenges. Any Party or Non-Party may challenge a  
12 designation of confidentiality at any time that is consistent with the Court's Scheduling  
13 Order.

14 6.2 Meet and Confer. The Challenging Party shall initiate the dispute  
15 resolution process under Local Rule 37.1 et seq.

16 6.3 The burden of persuasion in any such challenge proceeding shall be on the  
17 Designating Party. Frivolous challenges, and those made for an improper purpose (e.g.,  
18 to harass or impose unnecessary expenses and burdens on other parties) may expose the  
19 Challenging Party to sanctions. Unless the Designating Party has waived or withdrawn  
20 the confidentiality designation, all parties shall continue to afford the material in  
21 question the level of protection to which it is entitled under the Producing Party's  
22 designation until the Court rules on the challenge.

## 23 **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

24 7.1 Basic Principles. A Receiving Party may use Protected Material that is  
25 disclosed or produced by another Party or by a Non-Party in connection with this Action  
26 only for prosecuting, defending, or attempting to settle this Action. Such Protected  
27 Material may be disclosed only to the categories of persons and under the conditions  
28



1 described in this Order. When the Action has been terminated, a Receiving Party must  
2 comply with the provisions of section 13 below (FINAL DISPOSITION).

3 Protected Material must be stored and maintained by a Receiving Party at a  
4 location and in a secure manner that ensures that access is limited to the persons  
5 authorized under this Order.

6 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless otherwise  
7 ordered by the court or permitted in writing by the Designating Party, a Receiving Party  
8 may disclose any information or item designated "CONFIDENTIAL" only to:

9 (a) the Receiving Party's Outside Counsel of Record in this Action, as well as  
10 employees of said Outside Counsel of Record to whom it is reasonably necessary to  
11 disclose the information for this Action;

12 (b) the officers, directors, and employees (including House Counsel) of the  
13 Receiving Party to whom disclosure is reasonably necessary for this Action;

14 (c) Experts (as defined in this Order) of the Receiving Party to whom  
15 disclosure is reasonably necessary for this Action and who have signed the  
16 "Acknowledgment and Agreement to Be Bound" (Exhibit A);

17 (d) the court and its personnel;

18 (e) court reporters and their staff;

19 (f) professional jury or trial consultants, mock jurors, and Professional  
20 Vendors to whom disclosure is reasonably necessary for this Action and who have  
21 signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A);

22 (g) the author or recipient of a document containing the information or a  
23 custodian or other person who otherwise possessed or knew the information;

24 (h) during their depositions, witnesses, and attorneys for witnesses, in the  
25 Action to whom disclosure is reasonably necessary provided: (1) the deposing party  
26 requests that the witness sign the form attached as Exhibit 1 hereto; and (2) they will  
27 not be permitted to keep any confidential information unless they sign the  
28 "Acknowledgment and Agreement to Be Bound" (Exhibit A), unless otherwise agreed



1 by the Designating Party or ordered by the court. Pages of transcribed deposition  
2 testimony or exhibits to depositions that reveal Protected Material may be separately  
3 bound by the court reporter and may not be disclosed to anyone except as permitted  
4 under this Stipulated Protective Order; and

5 (i) any mediator or settlement officer, and their supporting personnel,  
6 mutually agreed upon by any of the parties engaged in settlement discussions.

7 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED**  
8 **IN OTHER LITIGATION**

9 If a Party is served with a subpoena or a court order issued in other litigation that  
10 compels disclosure of any information or items designated in this Action as  
11 "CONFIDENTIAL," that Party must:

12 (a) promptly notify in writing the Designating Party. Such notification shall  
13 include a copy of the subpoena or court order;

14 (b) promptly notify in writing the party who caused the subpoena or order to  
15 issue in the other litigation that some or all of the material covered by the subpoena or  
16 order is subject to this Protective Order. Such notification shall include a copy of this  
17 Stipulated Protective Order; and

18 (c) cooperate with respect to all reasonable procedures sought to be pursued  
19 by the Designating Party whose Protected Material may be affected.

20 If the Designating Party timely seeks a protective order, the Party served with the  
21 subpoena or court order shall not produce any information designated in this action as  
22 "CONFIDENTIAL" before a determination by the court from which the subpoena or  
23 order issued, unless the Party has obtained the Designating Party's permission.  
24 The Designating Party shall bear the burden and expense of seeking protection in that  
25 court of its confidential material and nothing in these provisions should be construed as  
26 authorizing or encouraging a Receiving Party in this Action to disobey a lawful directive  
27 from another court.

28 ///

1 **9. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE**  
2 **PRODUCED IN THIS LITIGATION**

3 (a) The terms of this Order are applicable to information produced by a  
4 Non-Party in this Action and designated as "CONFIDENTIAL." Such information  
5 produced by Non-Parties in connection with this litigation is protected by the remedies  
6 and relief provided by this Order. Nothing in these provisions should be construed as  
7 prohibiting a Non-Party from seeking additional protections.

8 (b) In the event that a Party is required, by a valid discovery request, to  
9 produce a Non-Party's confidential information in its possession, and the Party is subject  
10 to an agreement with the Non-Party not to produce the Non-Party's confidential  
11 information, then the Party shall:

12 (1) promptly notify in writing the Requesting Party and the Non-Party  
13 that some or all of the information requested is subject to a confidentiality agreement  
14 with a Non-Party;

15 (2) promptly provide the Non-Party with a copy of the Stipulated  
16 Protective Order in this Action, the relevant discovery request(s), and a reasonably  
17 specific description of the information requested; and

18 (3) make the information requested available for inspection by the Non-  
19 Party, if requested.

20 (c) If the Non-Party fails to seek a protective order from this court within 14  
21 days of receiving the notice and accompanying information, the Receiving Party may  
22 produce the Non-Party's confidential information responsive to the discovery request.  
23 If the Non-Party timely seeks a protective order, the Receiving Party shall not produce  
24 any information in its possession or control that is subject to the confidentiality  
25 agreement with the Non-Party before a determination by the court. Absent a court order  
26 to the contrary, the Non-Party shall bear the burden and expense of seeking protection  
27 in this court of its Protected Material.

28 ///

1 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

2 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed  
3 Protected Material to any person or in any circumstance not authorized under this  
4 Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing  
5 the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve  
6 all unauthorized copies of the Protected Material, (c) inform the person or persons to  
7 whom unauthorized disclosures were made of all the terms of this Order, and (d) request  
8 such person or persons to execute the "Acknowledgment and Agreement to Be Bound"  
9 that is attached hereto as Exhibit A.

10 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**  
11 **PROTECTED MATERIAL**

12 When a Producing Party gives notice to Receiving Parties that certain  
13 inadvertently produced material is subject to a claim of privilege or other protection,  
14 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil  
15 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure  
16 may be established in an e-discovery order that provides for production without prior  
17 privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the  
18 parties reach an agreement on the effect of disclosure of a communication or  
19 information covered by the attorney-client privilege or work product protection, the  
20 parties may incorporate their agreement in the stipulated protective order submitted to  
21 the court.

22 **12. MISCELLANEOUS**

23 12.1 Right to Further Relief. Nothing in this Order abridges the right of any  
24 person to seek its modification by the Court in the future.

25 12.2 Right to Assert Other Objections. By stipulating to the entry of this  
26 Protective Order no Party waives any right it otherwise would have to object to  
27 disclosing or producing any information or item on any ground not addressed in this  
28

1 Stipulated Protective Order. Similarly, no Party waives any right to object on any  
2 ground to use in evidence of any of the material covered by this Protective Order.

3 12.3 Filing Protected Material. A Party that seeks to file under seal any  
4 Protected Material must comply with Civil Local Rule 79-5. Protected Material may  
5 only be filed under seal pursuant to a court order authorizing the sealing of the specific  
6 Protected Material at issue. If a Party's request to file Protected Material under seal is  
7 denied by the court, then the Receiving Party may file the information in the public  
8 record unless otherwise instructed by the court.

9 **13. FINAL DISPOSITION**

10 After the final disposition of this Action, as defined in paragraph 4, within  
11 60 days of a written request by the Designating Party, each Receiving Party must return  
12 all Protected Material to the Producing Party or destroy such material. As used in this  
13 subdivision, "all Protected Material" includes all copies, abstracts, compilations,  
14 summaries, and any other format reproducing or capturing any of the  
15 Protected Material. Whether the Protected Material is returned or destroyed,  
16 the Receiving Party must submit a written certification to the Producing Party  
17 (and, if not the same person or entity, to the Designating Party) by the 60 day deadline  
18 that (1) identifies (by category, where appropriate) all the Protected Material that was  
19 returned or destroyed and (2) affirms that the Receiving Party has not retained any  
20 copies, abstracts, compilations, summaries or any other format reproducing or capturing  
21 any of the Protected Material. Notwithstanding this provision, Counsel are entitled to  
22 retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing  
23 transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert  
24 reports, attorney work product, and consultant and expert work product, even if such  
25 materials contain Protected Material. Any such archival copies that contain or  
26 constitute Protected Material remain subject to this Protective Order as set forth in  
27 Section 4 (DURATION).  
28

1 **14.** Any violation of this Order may be punished by any and all appropriate measures  
2 including, without limitation, contempt proceedings and/or monetary sanctions.

3 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**

4  
5 Dated: November 26, 2024

**AKERMAN LLP**

6  
7 By: /s/ Jacqueline Foroutan  
8 Dennis E. Lueck, Jr.  
9 Jacqueline Foroutan  
10 Attorneys for Defendant  
NAVIENT SOLUTIONS, LLC

11 Dated: November 26, 2024

**OCEANSIDE LAW CENTER**

12  
13 By: Robert Sibilis, Esq.  
14 Robert Sibilis, Esq.  
15 Attorneys for Plaintiff  
16 JUDE OKPALA

17 **FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.**

18  
19 DATED: January 2, 2025

20   
21 United States Magistrate Judge

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**EXHIBIT A**

**ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

I, \_\_\_\_\_ [print or type full name], of \_\_\_\_\_ [print or type full address], declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that was issued by the United States District Court for the Central District of California on [date] in the case of *Jude Okpala v. TransUnion, LLC; Equifax Information Services, Inc.; Quality Acceptance LLC and Navient Solutions, LLC*, Case No. 5:24-cv-00692-WLH-SP. I agree to comply with and to be bound by all the terms of this Stipulated Protective Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the Central District of California for the purpose of enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of this action. I hereby appoint \_\_\_\_\_ [print or type full name] of \_\_\_\_\_ [print or type full address and telephone number] as my California agent for service of process in connection with this action or any proceedings related to enforcement of this Stipulated Protective Order.

Date: \_\_\_\_\_

City and State where sworn and signed: \_\_\_\_\_

Printed name: \_\_\_\_\_

Signature: \_\_\_\_\_

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